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#### Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Para-Professional and School Nurse Unit, Honeoye Falls-Lima Education Association (2010) (MOA)**

Employer Name: **Honeoye Falls - Lima Central School District**

Union: **Honeoye Falls-Lima Para-Professional and School Nurse Unit, Honeoye Falls-Lima Education Association**

Local:

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**AGREEMENT  
BETWEEN THE  
HONEOYE FALLS-LIMA EDUCATION ASSOCIATION  
PARA-PROFESSIONAL/SCHOOL NURSE UNIT and the  
SUPERINTENDENT OF SCHOOLS  
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
For the period from  
July 1, 2010 through June 30, 2012**

**67 Employees**

**PREAMBLE**

THIS AGREEMENT, made by and between the Superintendent of Schools of the Honeoye Falls-Lima Central School District (hereinafter referred to as the "District") and the Honeoye Falls-Lima Education Association Para-Professional/School Nurse Unit (hereinafter referred to as the "Association"), WITNESSETH:

**ARTICLE I - RECOGNITION**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for an employee unit including teacher aides and all other para-professional employees (special education class and resource room, computer, and library para-professionals; in-school suspension and handicapped student para-professionals) and registered nurses, excluding all other employees.
- B. Job descriptions will accurately describe the work responsibilities of each job contained in this bargaining unit. In cases where new jobs are created, the District agrees to negotiate with the Association in regards to the salary to be attached to the job. A copy of the employee's job description is available to the employee from his immediate supervisor on request. A set of existing job descriptions shall be provided to the Association upon request.

**ARTICLE II - NEGOTIATION PROCEDURES**

- A. The conditions and provisions of the contract remain in effect from 7/1/10 through 6/30/11.
- B. If no successor agreement is reached by July 1, 2011, the automatic step increments on schedule in 2011-12 will be limited to one-half the increment provided in the 2010-11 salary schedule. If no successor agreement is reached by July 1, 2012, the remainder of the 2011-12 increment will be paid in addition to the next full increment and section 209-a.1(e) of the Civil Service Law will apply.

**ARTICLE III - GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a unit member or the Association that there has been a violation, misinterpretation, or inequitable application of any practice, policy or provision of this agreement.
- B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The grievant may be accompanied by a representative of his/her choice. Such informal contact must be made within twenty (20) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any part in interest, render a decision thereon, in writing, and present it to the employee.
- C. After the supervisor's written response, and if the employee still feels the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools within the next 15 work-day period.
- D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant to the President of the Board of Education at the District Office within the next 10 work-day period. Within 10 workdays after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.
- E. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) work days after receiving the Board of Education's decision.
- F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.

- G. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- H. Each party shall be responsible for costs of its own representation and presentation, and the parties shall share equally arbitrator's fees and cost of the meeting room if any.

#### ARTICLE IV - REMUNERATION

##### A. Salary Payments

All ten (10) month employees will be paid in either twenty-one (21) or twenty-six (26) installments from September through June. Payment will be by direct deposit to an account designated by the employee.

##### B. Compensation for In-service

- (1) Unit members will be paid their regularly hourly rate for each clock hour of approved in-service education occurring outside the regular workday. Prior approval by the Superintendent will be required.

##### C. Overtime

Overtime is granted upon prior approval of the Business Manager to employees at one-and-a-half times their regular rate of pay. Overtime is considered to be any time in excess of 37.5 hours per week.

##### D. Mileage

All unit members who necessarily travel between work locations in performance of their duties shall be reimbursed for mileage at the current IRS rate.

##### E. Covering for Absent Teacher (Paraprofessionals Only)

Whenever a unit member is required to cover for an absent teacher for one-half school day or more without a substitute teacher, the unit member will be paid, in addition to the regular hourly rate, one-half the substitute rate for the same period of time.

When a teacher, other than the teacher the para-professional works with, will be absent for an entire day, a para-professional will not be assigned to cover unless the District has called the substitute list and there is no substitute available. If the District needs to use a para-professional to cover a class because of the unavailability of a substitute, it will first assign a para-professional who has expressed a willingness to substitute, before assigning someone who prefers not to substitute.

##### F. Summer Work (School Nurse)

School nurses will be paid at a per diem rate pro-rated for hours worked if less than a full seven and one-half hour day, for all summer work. The per diem rate will be 1/196 of the 10-month salary.

##### G. Tuition Reimbursement

Para-professional unit members shall be reimbursed for 75% of pre-approved tuition expenses that are taken to become a certified K-12 teacher. The claim per credit hour shall not exceed the current SUNY rate per credit hour. Upon appointment to tenure to an HF-L teaching position, unit members who have received 75% of the approved reimbursement will be reimbursed for the remainder of tuition reimbursement.

Nurse unit members shall be reimbursed up to the current SUNY rate per credit hour for pre-approved work-related course work.

##### H. License Reimbursement

The District will reimburse nurses for the cost of their licensing fee up to \$75 every other year.

##### I. Summer School

District summer school assignments will be posted and paid at the unit member's regular rate of pay.

#### ARTICLE V - DEDUCTIONS

The District shall deduct from the wage or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deduction with a list of names from whom deductions were authorized by employees who have signed authorization forms directing such deduction or deductions. NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.

#### ARTICLE VI - CONDITIONS OF EMPLOYMENT

##### A. Emergency and Holiday Work (Paraprofessionals)

Should an employee be requested to work on an emergency basis on a day said employee is otherwise not scheduled to work, or be requested to work on a holiday, said employee shall be paid at double time for a minimum of four hours or for the number of hours actually worked, whichever shall be greater. The state of emergency is to be determined by the Superintendent of Schools, and holiday work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.

B. Emergency and Holiday Work (School Nurses)

Should an employee be requested to work on an emergency basis when the employee is otherwise not scheduled to work, said employee shall be paid at a per diem rate that is 1-1/2 times the per diem rate for a minimum of four hours, pro-rated for hours worked beyond four but less than a full seven and one-half hour day.

The per diem rate is 1/196 of the 10-month salary. The state of emergency is determined by the Superintendent of Schools, and holiday work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.

C. Substitute Para-Professionals

Substitutes will be paid \$7.50 per hour, except substitutes who have worked at the salary schedule first step hourly rate will continue at that rate.

D. Work Year

Unit members' work year shall be as follows:

- (1) Para-professionals will work all days the students are in attendance at the school to which the para-professional is assigned, plus all Superintendent Conference Days, and the actual number of days may vary depending on the number of student days scheduled in a year. The work year calendar for para-professionals will be established and distributed to them before the beginning of the school year.
- (2) Para-professional for Special Class and Resource Room, Library, and Computer will work all days teachers are in attendance at the school to which the para-professional is assigned. The District may, at its option, assign additional workdays between Labor Day and the end of the school year in June to coincide with the teacher work year. The District may, at its option, offer unit members to work on a teacher work day occurring before Labor Day, but unit members would not be required to attend and normal paid leave allowances would not apply.
- (3) The employment year for school nurses is defined as consisting of one hundred ninety-six (196) days, which includes eight (8) paid holidays, and is based upon seven and one-half (7.5) hours per day. The workday shall include a duty free unpaid lunch period of 30 minutes. Additional days worked will be compensated at a rate based on the unit member's annual salary divided by the guaranteed minimum number of workdays.

E. Retirement

Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under Section 75-i with Unused Sick Leave (Section 41-j) and the Minimum Death Benefit (Section 60-b) provisions is required and/or available to bargaining unit members.

F. Credit for Unused Sick Days

An eligible employee who is retiring, after 15 years or more of service within the District, will be granted a service raise equal to \$35.00 for any unused sick day accumulated up to and during his/her final year of service, with a maximum of 250 days. Normally, the retiring employee must file a notice of intent to retire from the District 90 days in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness, change in family status, the unit member may file the notice of intent in less than the required 90 days. Payment will be made in one lump sum and included in the last check issued by the District prior to retirement.

G. Holidays

During the contract period all eligible unit members will receive the following paid holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday and Memorial Day. If Veteran's Day falls on a Saturday or Sunday the day off will be utilized on the Wednesday of Thanksgiving break provided that is not a scheduled day for student attendance.

H. Employee Pay and Pro-ration of Benefits (Para-Professionals)

All eligible Para-Professionals are entitled to participate in the benefits provided herein on a pro-rated basis determined as outlined below. For the purposes of a unit definition, a full-time employee is defined as an employee regularly employed for 52 weeks per year and working 35 or more hours per week. All other employees are classified as part-time employees and they are paid at their normal rate and for the hours worked.

|                                 |  |
|---------------------------------|--|
| 38 Weeks but less than 52 weeks | 30 hours or more per week<br>All benefits and 92.5% for Blue Point Health Insurance;<br>90% of Blue Point Value Health Insurance effective 3/1/08.             |
| 38 Weeks but less than 52 weeks | 20 hours or more per week but less than 30 hours. All<br>benefits and 46.25% for Blue Point Health Insurance;<br>50% proration of Sick Leave, effective 3/1/08 |
| All other personnel             | No Benefits  |

Pro-rationing, pursuant to paragraphs above, shall apply to unit members hired after July 1, 1977.

I. Staff Development and Conference Attendance

The District shall establish an annual fund of \$6,500 for paraprofessionals and Nurses for payment of expenses relating to out-of-district workshops and classes. The fund shall be available to unit members for programs related to unit members' work responsibilities upon prior approval by the Superintendent.

J. Duty-Free Lunch

The work day for unit members will include a duty free lunch of at least 30 minutes.

## ARTICLE VII - EVALUATION AND JOB SECURITY

A. Evaluation

- (1) The work performance of all employees shall be evaluated annually by their immediate supervisor under the supervision of the appropriate administrator.
- (2) Employees shall be given a copy of any evaluation report prepared by their supervisor.
- (3) An employee shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies for the file. Unit members shall also have the right to submit a written response within 30 days of their review of the evaluation with their immediate supervisor for attachment to the evaluation. Said evaluation shall be placed in an employee's personnel file upon his/her refusal to affix his/her signature with notation by the supervisor to that effect.
- (4) An employee shall have the right to review the contents of his/her personnel file and, from the date of this contract, copies of any material added to the personnel file will be provided for the employee, at the request of the employee, with the exception of recommendations of a confidential nature. The employee will have the right to attach any written statement about any such materials added to the file.

B. Filling Vacancies

Current employees will be given first consideration as openings occur, if their qualifications are equal or better than other candidates. All unencumbered openings in unit positions shall be posted for five (5) workdays prior to the time the Board of Education takes action to fill the position. Vacancy notices shall be posted in a plain view in the administrative office of all work places and a copy shall be provided to the unit chairperson in a timely manner. Any unit member who has submitted a letter of interest for a posted vacancy will receive an interview for the position.

C. Seniority

Seniority shall be defined as the length of an employee's continuous employment in a job classification within the unit.

D. Layoff, Reduction In Force, Recall

Layoff or reduction in work hours shall be by seniority within a unit job classification beginning with the least senior employee in the job classification. Unit members caught in a layoff or reduction in work hours will be recalled in reverse order of layoff to the job classification from which they were laid off.

E. Discipline and Discharge

No unit member who has completed one full year of service shall be dismissed or disciplined without just cause.

## ARTICLE VIII - LEAVES OF ABSENCE

A. Paid Leaves of Absence

- (1a) Sick Leave (Nurses). The employer will grant a total of 15 days of sick leave for the 1st year and 20 days thereafter to all eligible employees each year of employment, cumulative until a maximum of 250 days is reached. Unit members who reach the maximum accrual of 250 days will continue to receive their annual allowance of days, which will be used first before days are deducted from previously accrued days. For employees hired after the school year begins, sick leave will be paid on a pro-rated basis determined by the number of months worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent, when absences appear to be excessive. Excessive absence will be determined by the Superintendent of Schools.
- (1b) Sick Leave (Para-Professionals). The employer will grant a total of 15 days of sick leave for any unit member hired on or after July 1, 2008, with no increases in following years. For any unit member hired before July 1, 2008, the employer will grant a total of 15 days of sick leave for the 1st year and 20 days thereafter to all eligible employees each year of employment. Unused sick leave is cumulative until a maximum of 250 days is reached. Unit members who reach the maximum accrual of 250 days will continue to receive their annual allowance of days, which will be used first before days are deducted from previously accrued days. For employees hired after the school year begins, sick leave will be paid on a pro-rated basis

determined by the number of months worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent, when absences appear to be excessive. Excessive absence will be determined by the Superintendent of Schools.

- (2) Personal Leave. An eligible employee is granted two (2) days personal leave per year for the following reasons:

Legal obligations  
Religious obligations  
Family obligations

The applicant shall state personal leave as the reason for the request and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave shall not apply to the day before and the day after a holiday or vacation.

Special requests for additional personal days may be submitted to the Superintendent by route of the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day or days should not be considered precedent for the granting of other requests.

- (3) Death in Family. Upon approval of the Superintendent of Schools, eligible employees will be granted four (4) days of leave with full pay during each school year for the purposes of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days shall mean four (4) school days. Such leave shall not be cumulative and shall not be charged against sick leave.

- (4) Family Illness or Emergency. Eligible employees will be granted a maximum of three (3) days leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). The foregoing paid family illness leaves shall be charged against and deducted from the above-stated sick days annual leave allowance, to the extent necessary, and any accrued paid leave balance. One of the days granted in this section may be used for personal leave.

- (5) Professional Leave. Any employee may be granted professional leave on the recommendation of the Superintendent with pay and with reimbursement for reasonable expenses incurred.

- (6) Jury Duty. Time off shall be granted for jury duty when an employee is called for such duty. This time off shall be with pay except that the unit member shall return to the District the per diem rate paid to him/her for such jury duty. It is understood that moneys paid to the unit member for expenses incurred in the performance of said jury duty shall not be claimed by the District or returned to them.

- (7) Emergency Closing. An employee shall not be required to report to work when emergency conditions force the closing of school for students and faculty. The employee will be paid for the first three emergency closing days but must make up lost time if school is closed for more than three days in any school year.

#### B. Unpaid Leave of Absence

- (1) Parental Leave. Parental leave will be granted to employees in recognition of both the needs of the employee and the needs of the District.

Ordinarily, a parental leave will not extend for more than a calendar year after the birth or adoption of the employee's child. The maximum period of such a leave will be two years. The starting and ending dates for the leave will be determined after consultation with the employee, the Building Principal, and the Superintendent.

Credit for increments on the salary schedule will not be allowed for years in which more than one-half (1/2) of the year is covered by parental leave without pay. Application for parental leave must be filed with the Superintendent, for final action by the Board of Education.

- (2) Personal Leave. Personal leave of absence without pay may be granted for personal reasons at the sole discretion of the Board.

### ARTICLE IX - HEALTH INSURANCE

#### A. Health Insurance

Commencing March 1, 2008 the District and employee contribution will be based on the RASHP 2 Value Plan with eye care rider with the percentages being District 90% and employees 10%.

##### Retiree Health Care

The District agrees to pay for the cost of the above health insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article VI, Section G., Employee Pay and Pro-ration of Benefits, according to the following:

|                              |                      |
|------------------------------|----------------------|
| 15 years of District service | 50% of premium cost  |
| 20 years of District service | 75% of premium cost  |
| 25 years of District service | 100% of premium cost |

This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.

For unit members hired on or after July 1, 2004 the retirement benefit will be modified to provide the following benefits:

|                                       |   |
|---------------------------------------|---|
| At least 15 years of District service | 50% of single plan premium for the number of years of District service. |
| At least 20 years of District service | 70% of single plan premium for the number of years of District service. |
| At least 25 years of District service | 90% of single plan premium for the number of years of District service. |

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

#### ARTICLE X - LIFE INSURANCE

The District will provide a \$15,000 Life Insurance Policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the pension program.

#### ARTICLE XI - MEDICAL REIMBURSEMENT

##### A. Medical Reimbursement Fund

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association in the amount of:

|         |         |
|---------|---------|
| 2010-11 | \$1,200 |
|---------|---------|

##### B. Flexible Spending Account

The District will offer all unit members, the option of participating in a flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

#### ARTICLE XII - SAVINGS CLAUSE

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void and unenforceable, such decision shall not affect any of the other conditions of this Agreement, which shall continue to be in full force and effect.

#### ARTICLE XIII - PROVISIONS REQUIRED BY LAW

- A. It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation, by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

#### AGREEMENT

This Agreement shall be deemed to include any and all other language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

IN WITNESS WHEREOF, we hereunto set our signatures this \_\_\_\_\_ day of September, 2010 at the District Office.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Kavanaugh, Ed.D, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Para Professional Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Para Professional Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Nurse Representative

## Appendix A

**Salary Schedule for Para-Professionals****2009-10**

+ \$0.70

\$8.68

\$9.08

\$9.59

\$9.98

\$10.09

\$10.18

\$10.27

\$10.57

\$10.83

**2010-11**

The District will pay unit members wage increases of 1.95%, plus \$0.10 per hour over individual wage rates of the 2009-10 school year.

**Salary Schedule for School Nurses****2009-10**

+ \$3,000

\$24,000

\$25,000

\$26,000

\$27,000

\$28,000

**2010-11**

The District will pay unit members wage increases of 1.95%, plus \$0.10 per hour over individual wage rates of the 2009-10 school year.



**Memorandum of Agreement**  
**between the**  
**Superintendent of Schools**  
**of the**  
**Honeoye Falls Central School District**  
**and the**  
**Honeoye Falls-Lima Education Association**  
**(Para-Professional/School Nurse Unit)**

IT IS HEREBY UNDERSTOOD AND AGREED, that the permanent Para-Professional staff is to be excluded from the Certified requirement when substituting for District teachers when being compensated. All permanent Para-Professionals will be compensated at the higher Certified substitute rate that the BOE approves at its annual reorganization meeting.

12/14/10

Date

On behalf of the Honeoye Falls-Lima Education  
Association Para-Professional/Nurse Unit

12/14/10

Date

Michelle Kavanaugh, Superintendent  
Honeoye Falls-Lima Central School District

**Memorandum of Agreement  
between  
Honeoye Falls-Lima Education Association:  
Para-Professional/School Nurse Unit  
and the  
Superintendent of Schools**

Whereas the Association and the Superintendent have met and discussed their respective interests concerning a successor Agreement to their Agreement currently in effect for the term July 1, 2010 to June 30, 2011; and

Whereas the Association and the Superintendent desire to maintain the economic status quo for the 2011-2012 school year;

It is hereby agreed:

1. The Agreement for the term July 1, 2010 to June 30, 2011 is hereby extended for one year to June 30, 2012, with all terms and conditions contained therein remaining in effect, except as hereinafter expressly provided.
2. In the 2011-2012 school year, the base hourly wage of each unit member will be increased by 1% over the 2010-2011 base hourly wage.
3. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the extended term of the current Agreement on June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

3/22/11

Date

Michelle Kavanaugh, Ed.D, Superintendent

3/22/11

Date

Para Professional Representative

3/22/11

Date

Para Professional Representative

Date

School Nurse Representative